

**BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY  
RESOLUTION**

No. 127-09

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT  
BETWEEN THE COUNTY OF CAPE MAY, COUNTY PROSECUTOR  
AND PROSECUTOR'S EMPLOYEES ORGANIZATION**

**WHEREAS**, an agreement has been reached by and between the County of Cape May, the County Prosecutor and the Prosecutor's Employees Organization covering the period January 1, 2009 through December 31, 2012, and it is desired to authorize the execution of a formal written contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Cape May, that the proper officers of the Board, to wit, the Director and the Clerk of the Board, be and they are hereby authorized and directed to execute a contract between Cape May County, the County Prosecutor and the Prosecutor's Employees Organization, in the form attached hereto and by this reference made a part hereof as Schedule "A".

STATEMENT

This Resolution authorizes a labor contract with the Cape May County Prosecutor's Employees Organization (clerical staff) for the period of January 1, 2009 through December 31, 2012.

cc: Prosecutor's Employee Organization  
County Prosecutor  
County Treasurer  
Human Resources  
File: Prosecutor sub file

STATE OF NEW JERSEY }  
COUNTY OF CAPE MAY }<sup>BB:</sup>

I, Stephen O'Connor, Clerk of the Board of Chosen Freeholders of the County of Cape May, State of New Jersey, do hereby certify that the foregoing is a correct and true copy of a resolution adopted by the Board at a meeting duly held on the 10th day of

February 20 09

Signed, \_\_\_\_\_

Clerk of the Board

/mm

| RECORD OF VOTE   |      |       |         |        |       |        |
|--|------|-------|---------|--------|-------|--------|
| Freeholders  | Ayes | Naves | Abstain | Absent | Moved | Second |
| Mr. Beyel  | ✓    |       |         |        |       |        |
| Mr. Thornton   | ✓    |       |         |        |       | ✓      |
| Mr. Sheets   | ✓    |       |         |        | ✓     |        |
| Mr. Desiderio  | ✓    |       |         |        |       |        |
| Mr. Bakley   | ✓    |       |         |        |       |        |
| ✓ Indicates Vote   Moved-Resolution Offered   Second-Resolution Seconded |      |       |         |        |       |        |

AGREEMENT

BETWEEN

CAPE MAY COUNTY

CAPE MAY COURT HOUSE, NEW JERSEY

and

COUNTY PROSECUTOR

OF THE COUNTY OF

CAPE MAY

and

PROSECUTOR'S EMPLOYEES ORGANIZATION

COVERING THE PERIOD

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

**SCHEDULE "A"**

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## PREAMBLE

This Agreement, entered into this      day of      , 200      , by and between the COUNTY OF CAPE MAY, in the County of Cape May, New Jersey, hereinafter called the "County", and the COUNTY PROSECUTOR OF THE COUNTY OF CAPE MAY, hereinafter called the "Prosecutor", and the PROSECUTOR'S EMPLOYEES ORGANIZATION, hereinafter called the "P.E.O." or "Organization", represents the complete and final understanding on all the bargainable issues between the parties.

## ARTICLE ONE

### PURPOSE

This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13a-5.1, etc.) of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the parties; to prescribe the respective rights and duties of the parties; and to provide for the resolution of legitimate grievances, all in order that the public service and law enforcement shall be expedited and effectuated in the best interests of the people of the County of Cape May.

## ARTICLE TWO

### RECOGNITION

It is the intention of the parties that this agreement be construed in harmony with the Resolutions of the County of Cape May and the Rules and Regulations of the Cape May County Prosecutor's Office. Where any Resolution or Rule and Regulation, or part thereof, of the County or the Cape May County Prosecutor's Office is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent Resolution, Rule and Regulation, or part thereof.

The County and the Prosecutor hereby recognize the Prosecutor's Employees Organization, as the sole and exclusive collective bargaining representative for all regular full-time employed clerical and stenographic employees by the Cape May County Prosecutor's Office for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employees' Relations Act of the State of New Jersey and all other applicable law.

All technical employees, confidential employees, managerial executives, police, craft employees and supervisors within the meaning of the Act employed by the Cape May County Prosecutor's Office are specifically excluded from this contract.

### **ARTICLE THREE**

#### **MANAGEMENT RIGHTS**

A. The Prosecutor hereby retains and reserves unto himself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in him prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities, which he as Employer has not expressly modified or restricted by a specific provision of this agreement;

2. To the executive management and administrative control of the County Prosecutor's Office and its properties and facilities and to determine the methods of operation to be offered by his employees and to direct the activities of his employees;

3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and maintenance of the facilities and equipment of the Prosecutor's Office;

4. To reprimand, suspend, demote, discharge or otherwise discipline employees for cause;

5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment;

6. To determine the number of employees and the duties to be performed;

7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations;

8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property of the Prosecutor's Office;

9. To relieve employees from duty because of lack of work, lack of funding, or legal cause;

10. To determine the amount of overtime to be worked;

11. To determine the methods, means and personnel by which its operations are to be conducted;

12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;

14. To maintain the efficiency and effectiveness of the Cape May County Prosecutor's Office;

15. To make or change office rules, regulations, policies, and resolutions as the Prosecutor may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the Prosecutor's Office; and

16. To generally manage the affairs of the Prosecutor's Office, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey the parties recognize that the exercise of managerial rights is a



responsibility of the Prosecutor on behalf of the taxpayers and that the Prosecutor cannot bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Prosecutor's Office, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms hereof are in conformity with the Constitution and Laws of New Jersey and of the United States.

D. The Prosecutor agrees to review and discuss with representatives of the Union any managerial decisions affecting job classification or duty changes which may be created due to the New Jersey Department of Personnel Reclassification, prior to implementation or any other matter which may affect hours, wages or conditions of employment.

E. The Prosecutor agrees to hold harmless any member of the bargaining unit whose position or job classification may be affected by the New Jersey Department of Personnel Reclassification.

F. Nothing contained herein shall be construed to deny or restrict the Prosecutor of his powers, rights, authority, duties and responsibilities under the Laws of the State of New Jersey.

## **ARTICLE FOUR**

### **DEFINITIONS**

The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicate otherwise:

**Permanent employee** - means an employee who has acquired New Jersey Department of Personnel permanent status in his position after the satisfactory completion of a working test period.

**Temporary employee** - means persons hired for a period of not more than six (6) months of employment in the aggregate during a twelve (12) month period.

**Provisional appointment** - means the appointment to a permanent position pending the regular appointment of an eligible person from a special re-employment, regular re-employment or employment list.

**Part-time employee** - an employee, whose regular hours of duty are less than the regular and normal work week for the class or agency, provided however, the hours of employment must equal or exceed twenty (20) hours per week.

**Seasonal** - employees that are hired for the same short period of time during the year.

**Retired employees** - employees who retire from a State administered retirement system.

**Dependents** - include employee's spouse and any employee's unmarried children (including any step-children, legally adopted children and foster children dependent upon employee for complete support and maintenance and who have been reported for insurance

from birth until 23 years of age under the current medical plan which may change during the life of this contract to 19 years of age unless a full time student attending an accredited college. Persons insured as employees are not included as dependents.

**Grievance** - any controversy arising from the interpretation, application or violation of policies, agreements, and administrative decisions, which affect the terms and conditions, or employment of an employee. The term "grievance" shall only include disciplinary matters where the penalty imposed on the employee is greater than three (3) days but not appealable to the New Jersey Department of Personnel because not greater than five (5) days. All disciplinary matters where the penalty imposed on the employee is greater than five (5) days will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

**Overtime** - means all hours worked in excess of normal scheduled hours.

**Grant employees** - means persons who are employed to fill positions funded wholly or at least 50 percent by State or Federal grants.

**Anniversary date** - date of hire or date of most recent title change or promotion.

## ARTICLE FIVE

### GRIEVANCE PROCEDURE

#### A. Purpose.

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Organization.

3. Any grievance may be raised by an employee or by the Organization.

4. Where the problem involves an alleged violation of individual employment rights specified in the New Jersey Department of Personnel Law and/or Rules or Regulations for which a specific appeal to the New Jersey Department of Personnel is available the individual shall present his complaint to the New Jersey Department of Personnel, directly, in accordance with its rules.

5. Where the dispute involves the discipline of an employee, the following shall apply:

- (a) Disciplinary matters where the penalty imposed on the employee are three (3) days suspension or less is not grievable or subject to appeal by an employee.

(b) Disciplinary matters where the penalty imposed on the employee is greater than a three (3) day suspension but not appealable to the New Jersey Department of Personnel because it is not greater than a five (5) day suspension shall be subject to the grievance procedure herein.

(c) Disciplinary matters where the penalty imposed on the employee is greater than a five (5) day suspension will be handled under the present provisions of the New Jersey Department of Personnel and will not be processed under the grievance procedure herein.

B. Steps of the Grievance Procedure.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One:

(a) An aggrieved employee shall institute action under the provisions hereof by submitting her grievance in writing within seven (7) working days after its occurrence to the P.E.O. representatives and with one (1) copy delivered to the Prosecutor, one (1) copy delivered to the County's Personnel Officer and one (1) copy to the immediate supervisor of the aggrieved employee.

Having completed this, an earnest effort should be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to file her grievance in writing as aforesaid shall be deemed to constitute an abandonment of the grievance and shall bar the employee from any right to proceed further with the grievance.

(b) The immediate supervisor shall render a written decision within five (5) working days after receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance.

(c) Where the employee has no immediate supervisor, he or she may proceed directly to Step Two hereof, subject to the time limitations provided for filing a grievance as provided under Step One.

Step Two:

(a) In the event a satisfactory settlement has not been reached with the immediate supervisor, the employee may appeal her grievance to the Prosecutor within seven (7) working days following receipt by the employee of the written determination of the immediate supervisor. Such appeal shall be in writing signed by the aggrieved employee and delivered to the Prosecutor.

(b) The Prosecutor, or his designee, shall render a written decision within ten (10) working days from his receipt of the grievance. Failure to render such written decision within the time provided shall be deemed a denial of the grievance. The Prosecutor's decision shall conclude the grievance procedure, except for grievances involving interpretation and application of

the provisions of this contract.

(c) Grievances affecting the interpretation and application of the provisions of this contract not settled through Steps 1 and 2 may be referred to the Public Employment Relations Commission within seven (7) days after the determination of the Prosecutor. An arbitrator shall be selected pursuant to the rules of P.E.R.C.; however, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Prosecutor. In the event the aggrieved employee elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Organization shall pay whatever costs may have been incurred in the processing of the case to arbitration. The decision of the arbitrator shall be final and binding upon both parties, however, the arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The costs for the services of the arbitrator shall be borne equally by the County and the Organization. Any additional costs shall be paid by the party incurring same.

(d) Nothing herein shall prevent any employee from processing his own grievance, provided representatives of the P.E.O. may be present at such hearings and provided further that no settlement with any such employee shall violate this Agreement.

## **ARTICLE SIX**

### **DISCIPLINARY ACTION**

The Prosecutor acknowledges the principle of progressive discipline. Depending on the magnitude of the offense, and subject to any other statutory or legal authority vested in the Prosecutor, the discipline issued by the Prosecutor may be in any of the following forms:

- (a) Oral Warning;
- (b) Written Warning;
- (c) Written Reprimand;
- (d) Minor Suspension - consists of a suspension up to three (3) days;
- (e) Minor Suspension Subject to Grievance - consists of a suspension of four (4) or five (5) days;
- (f) Major Suspension - consists of a suspension over five (5) days; and
- (g) Demotion;
- (h) Dismissal.

Providing there is no statutory or legal authority to the contrary, an employee who has been subject to a Minor Suspension Subject to Grievance (either a suspension for four (4) or five (5) days) may challenge such discipline through the Grievance Procedure. Providing there is no statutory or legal authority to the contrary, an employee who has been subject to discipline of a Major Suspension or Dismissal shall present any appeal to the New



Jersey Department of Personnel. No other forms of discipline shall be subject to appeal.

## **ARTICLE SEVEN**

### **SENIORITY**

A. For purpose of accruing benefits payable hereunder, including but not limited to vacations and sick leave, Seniority shall be defined as continuous employment with the Prosecutor's Office from date of hire.

B. For purposes of promotions or demotion, Seniority shall be defined as length of service from the date of employee's Certification by the New Jersey Department of Personnel in his or her present title, and for those employees who are not subject to the jurisdiction of the New Jersey Department of Personnel, seniority shall be defined as length of service from the date of the employee's appointment to his or her current title.

C. For purposes of layoff, Seniority shall be defined as employee's length of service from his or her date of initial Certification by the New Jersey Department of Personnel as a County employee employed by the Prosecutor.

D. The selection of the employee to be promoted shall be made by the Prosecutor in conformity with the New Jersey Department of Personnel Regulations and State Law.

E. The Prosecutor shall mail or hand deliver to the P.E.O. representatives at the Prosecutor's Office address copies of all Job Opportunity Bulletins, the New Jersey Department of Personnel Test Notifications, and all other correspondence, notices or other

materials forwarded to or received from the New Jersey Department of Personnel concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

## **ARTICLE EIGHT**

### **P.E.O. REPRESENTATIVES**

A. Accredited representatives of the P.E.O. may enter the Prosecutor's Office facilities at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the P.E.O. decides to have its representative enter the Prosecutor's Office facilities or premises, it will request such permission from the Prosecutor or his designee, and such permission will not be unreasonably withheld, provided there should be no interferences with the normal operations of the business of the Prosecutor's Office or normal duties of its employees.

B. Two (2) P.E.O. representative may be elected to represent the P.E.O. grievances with the Prosecutor. The P.E.O. shall furnish the Board of Chosen Freeholders and Prosecutor with a list of the representatives.

C. The Prosecutor agrees to give time off the job with pay for P.E.O. Representatives performing their organization duties. The P.E.O. agrees to take all steps necessary to insure that this time is within reasonable limits and does not conflict with the representative's office responsibilities.

## ARTICLE NINE

### **HOURS AND OVERTIME**

A. For all employees in the Prosecutor's Office who are regularly employed clerical and stenographic employees, the basic work day shall be from 8:30 A.M. to 4:30 P.M., with one hour for lunch, Monday through Friday. The Prosecutor may elect to establish alternate work hours of flex time schedules. In the event the Prosecutor elects to establish alternate work hours or flex time schedules the Prosecutor will discuss such schedules with the affected employees and will seek volunteers for assignments to such schedules. In the event no employee volunteers then the Prosecutor may assign employees to the schedules with the least senior employees assigned first. Employees assigned to a new schedule will be given at least seven (7) days prior notice of the change of schedule except in emergency situations. The time taken for meals shall not be utilized in computing the employee's hourly rate.

B. All hours worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at the rate of one and one-half times the straight time rate. An employee who has earned overtime shall normally receive payment in cash together with his regular pay. The Prosecutor reserves the right, at his discretion, to make payment in cash or compensatory time in accordance with the provisions of the Fair Labor Standards Act. Overtime shall be earned in fifteen-minute increments, beginning after the first seven (7) minutes of the first hour, unless the overtime is assigned and such will begin immediately.

C. Use of Compensatory Time - Employees shall be permitted to use compensatory time within a reasonable period after making a request, unless the use of such time would be "unduly disruptive" to the department. Compensatory time must be utilized within the calendar year earned. In the event an employee has been unable to use compensatory time during the calendar year because such use has not been permitted by the Prosecutor due to work requirements, then the employee shall be permitted to carryover and use such time during the first calendar quarter of the next succeeding calendar year. In the event an employee has failed to utilize the compensatory time during the calendar year because said employee has not requested to use time, then the Prosecutor may direct the employee to take specific days off during the first calendar quarter of the next succeeding calendar year until the previous year's compensatory time has been fully utilized. Prior to directing an employee to take a specific day(s) off, the Prosecutor will confer with the employee and endeavor to determine mutually acceptable days off. If no mutually acceptable days off can be agreed upon the Prosecutor shall direct the specific days off. Further, the Prosecutor will consider requests by employees to receive compensatory time in place of cash payment up to a maximum of forty (40) hours per calendar year.

D. Overtime shall be distributed as equitably as possible in accordance with departmental work rules.

## ARTICLE TEN

### **HOLIDAYS**

A. The following holidays shall be recognized:

- |                           |                            |
|---------------------------|----------------------------|
| 1. New Year's Day         | 8. Columbus Day            |
| 2. Martin Luther King Day | 9. Veteran's Day           |
| 3. President's Birthday   | 10. General Election Day   |
| 4. Good Friday            | 11. Thanksgiving Day       |
| 5. Memorial Day           | 12. Day After Thanksgiving |
| 6. Independence Day       | 13. Christmas Day          |
| 7. Labor Day              | 14. Three Personal Days    |

B. Employees who are scheduled to work on the recognized holidays noted in this Article shall be paid at the rate of one and one-half the straight time rate for the actual hours working on the holiday, provided, however, that each such employee shall be paid for a minimum of one-half day at the above-prescribed rate.

In addition, employees who are scheduled to work on the recognized days noted in this Article shall be given a day off with pay at a later date in accordance with departmental rules established by the Prosecutor.

C. For employees working five (5) day week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) day workweek as described above, holidays will be celebrated on the date on which they actually fall.

D. Personal leave days are to be used by the employee for personal reasons and subject to the following conditions: A personal leave day shall be granted by the Prosecutor upon prior request of the employee submitted to the Administrative Secretary.

Said request shall be granted, at the discretion of the Administrative Secretary, as long as the employee's absence can be granted without interference with the proper conduct of the department. Personal leave days shall not accumulate, but must be used in the calendar year. Personal Leave Days are earned on a pro-rated basis. New employees shall only receive one (1) personal day for each four (4) full months of employment during their initial year of employment. Thereafter, at the beginning of each calendar year, in anticipation of continued employment, employees shall be credited with three (3) Personal Leave Days. An employee who leaves Prosecutor's Office before the end of a calendar year shall have his or her Personal Leave Days pro-rated, based upon time earned. An employee shall reimburse the County for paid Personal Leave Days used in excess of his or her pro-rated entitlement. Probation does not apply to County/Prosecutor's Office directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May/Prosecutor's Office. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon the death of an employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while employee is on

suspension, Leave of Absence with or without pay or on Special Leave of Absence for work related injury.

E. Seasonal employees do not get paid for holidays unless they actually work on the holiday. Seasonal employees do not earn vacation, sick leave, or personal leave days.

F. All part-time employees shall receive holiday credit allowance as follows: One (1) holiday will be earned for each nineteen (19) days worked. Maximum holidays that can be earned in any calendar year are fourteen (14) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the nineteen (19) days referred to above. Part-time employees shall earn one (1) personal leave day for each forty-nine (49) days worked to a maximum of three (3).

G. To be entitled to Holiday Pay, an employee must be present the last scheduled work day prior to the holiday and the first scheduled work day after the holiday except for a bona fide authorized absence as approved by the County Prosecutor or his Designee. Employees who work on the holiday but take undocumented sick time the day before or after the holiday shall forfeit the additional day off. Employees who are regularly scheduled off on the holiday will not be affected by this provision.

H. If an employee is absent due to illness on the next working day preceding the holiday, or the day following the holiday, that employee must present a Physician's written excuse to the department head to be entitled to the Holiday Pay.

I. With the approval of the County Prosecutor or his designee, sick time may be taken in hourly increments.

## ARTICLE ELEVEN

### VACATIONS

A. (1) Annual vacation leave with pay shall be granted to employees according to the following schedule:

| <u>Length of Service</u>                 | <u>Number of Days</u>     |
|--|---------------------------|
| 1 <sup>st</sup> year                     | 1 per full month employed |
| 2 <sup>nd</sup> - 5 <sup>th</sup> year   | 12 annually               |
| 6 <sup>th</sup> - 10 <sup>th</sup> year  | 13 annually               |
| 11 <sup>th</sup> - 15 <sup>th</sup> year | 15 annually               |
| 16 <sup>st</sup> - 20 <sup>th</sup> year | 17 annually               |
| 21 <sup>st</sup> - 25 <sup>th</sup> year | 20 annually               |
| 25 + years                               | 25 annually               |

(2) Effective January 1, 2009, all employees will be provided under the following vacation leave:

a. New employees shall only receive one (1) working day for the initial month of employment if they begin work on the 1<sup>st</sup> through 8<sup>th</sup> day of the calendar month and one-half (1/2) working day if they begin on the 9<sup>th</sup> through 23<sup>rd</sup> day of the month.

b. After the initial month of employment and up to the end of the first calendar year, employees shall receive one (1) working day for each month of service.

c. Thereafter, employees shall receive paid vacation leave as follows:

1. From the beginning of the first full calendar year of employment and up to five (5) years of continuous service--twelve (12) working days;
2. After five (5) years of service and up to ten (10) years of continuous service--



thirteen (13) working days;

3. After eleven (11) years of service and up to fifteen (15) years of continuous service-fifteen (15) working days;
4. After sixteen (16) years of service and up to twenty (20) years of continuous service-seventeen (17) working days;
5. After twenty (20) years of service and up to twenty-five (25) years of continuous service-twenty (20) working days;
6. After twenty-five (25) years of continuous service-twenty-five (25) working days.

d. Continuous service shall mean employment for the County without actual interruption due to resignation, retirement or removal. Periods of employment before and after suspension or leave without pay shall be considered continuous service. However, the period of time on a suspension or leave without pay (except for military leave) shall not be included in calculating years of continuous service.

e. Part-time employees shall be entitled to a proportionate amount of paid vacation leave. Vacation leave not used in a calendar year because of business necessity shall be used during the next succeeding year only and shall be scheduled to avoid loss of leave. An employee who exhausts all paid leave in any one (1) year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.

Permanent part-time employees hired July 1, 1999 shall receive vacation credit allowance as provided below.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

C. Annual Vacation Leave with pay is earned on a pro-rated basis based upon an employee's service with the County/Prosecutor's Office. Initial year of hire vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her vacation leave as specified in Paragraph A above on January 1st of said year. An employee who leaves County/Prosecutor's Office before end of calendar year shall have his or her vacation leave pro-rated based upon time earned. An employee shall reimburse the County for paid vacation leave days used in excess of his or her pro-rated entitlement. An employee who leaves County Government service shall be paid for unused earned vacation leave. Probation does not apply to County/Prosecutor's Office directed layoffs, disability retirement, or to employees who terminate employment with ten (10) years of service or more with the County of Cape May/Prosecutor's Office. An employee who exhausts all paid vacation leave in any one year shall not be credited with additional paid vacation leave until the beginning of the next calendar year. Upon death of employee, unused vacation leave shall be paid to the employee's estate. Vacation leave is not earned during the period of time while

employee is on suspension or on leave of absence without pay.

D. Permanent part-time employees shall receive vacation credit allowance on the following basis: One vacation day will be earned for each twenty-two (22) days worked. Maximum vacation days that can be earned in any calendar year are twelve (12) days. Any vacation days, sick leave days, or personal leave days that have been earned and used shall be included in computing the twenty-two (22) days referred to above.

E. If a department requires an advance request for vacation scheduling, the Department Head, upon receiving such request, shall respond in writing to the employee as to approval or disapproval within a reasonable time. Once the approval is granted, the employer shall not have the right to revoke it unless special circumstances arise that require the presence at work of the employee.

F. With approval of the Prosecutor, vacation time may be used in hours

## **ARTICLE TWELVE**

### **HEALTH BENEFIT PROGRAM**

The County will provide a Health Benefit Program which includes the following coverages:

A. A Hospitalization/Surgical Medical Benefit Plan subject to a One Hundred (\$100.00) Dollar co-payment which applies to each hospital admission up to a maximum of two (2) hospital admissions per calendar year per family.

B. An unlimited maximum on Major Medical coverage after an initial \$200.00 individual deductible/\$400.00 aggregate deductible with 80% co-insurance up to \$2,500.00.

C. An eye care coverage plan for all Employees and their dependents covered under this Agreement.

D. A Prescription Insurance Plan for all Employees and their dependents with a \$12.00 co-pay for non-formulary or non-generic drugs. An \$8.00 co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs. Employees may order prescriptions by mail where the prescriptions are repetitive maintenance medications which have been taken by the Employee for sixty (60) days and have been designated as repetitive maintenance medications by the County. Mail order prescriptions shall include a \$16.00 co-pay with a \$10.00 alternate co-pay for formulary drugs or an alternate zero (0) co-pay for generic drugs for a ninety (90) day supply.

E. A disability coverage insurance plan with benefits of \$150.00 per week for a period of twenty-six weeks (26) will be provided. Coverage under this program will begin when the Employee exhausts all accrued sick time and/or has completed an eight (8) scheduled workday waiting period.

Employees will only be entitled to this \$150.00 amount for an aggregate total of twenty-six (26) weeks for the life of this Agreement. Thereafter, they will only be entitled to the \$90.00 per week for thirteen (13) weeks.

Benefits available to Employees under this plan shall be denied and shall at any time be denied or discontinued by the County in any of the following events:

1. It finds said Employee unreasonably refuses, prevents or hinders medical examinations from time-to-time as the County may require.
2. Employee is found not to be disabled as herein provided.
3. Employee is found to be employed for wage, profit or gain for any employer other than the County.
4. Employee resigns or is terminated for cause.
5. No Employee shall receive benefits hereunder if his disability shall be found to be a result of any of the following causes:
  - (a) Chronic alcoholism or use of stimulants, drugs or narcotics, except as prescribed by a Physician, or as specifically mandated under the A.D.A.
  - (b) Committing unlawful acts.
  - (c) Being engaged in some other business or occupation for profit.

F. Life Insurance coverage for each Employee in the amount of \$5,000.00. The County reserves the right to implement a self-insurance plan for both its current life and disability programs provided that it provides the same level of benefits to its employees.

G. A full Family Dental Care Plan with a maximum coverage of \$1,500.00 per covered family member per year.

H. In order to contain the rising costs of Health Benefits, anytime within the life of this agreement the current employee co-

payments toward emergency room treatments may be increased to a ceiling of \$50.00.. For employees enrolled in the alternate Plan, doctor's office visits may be increased to a ceiling of \$20.00. For employees enrolled in the basic plan, doctor's office visits may be increased to a ceiling of \$10.00.

I. Upon retirement, the County shall continue the hospitalization and life insurance program for retiring employees with twenty-five (25) years of service with the County of Cape May until the death of the Employee, including where applicable, dependent coverage. Coverages provided to retiring employees shall be subject to the same provisions, including but not limited to co-payments required from active Employees.

For all retired employees, the County reserves the right to require eligible individuals to carry Medicare A and B as its primary insurance. In lieu of the county's group plan for active employees, the County also reserves the right to offer a supplemental plan to these retirees if it determines that it will contain the overall health benefit cost increases. If a supplemental insurance program is chosen, the County will reimburse the individual the cost of the plan. If possible, the County will attempt to directly pay the supplemental insurer for the costs to the retiree and eligible dependents. It is understood that any changes to the plan will continue to provide a level of coverage that is on balance appreciably comparable to the current coverage.

The opt-out amount for active and retired Employees will be \$1,500.00 per year.

1. For purposes of the determination of which spouse

will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment (whether active or retired), the Employee or retiree who has the first birth date in the year will be designated the policyholder and the Employee or retiree with the second birth date in the year will receive the opt-out payment.

2. Upon death or divorce of either spouse, the opt-out provision of the policy will cease and they will revert to their own policies.

J. In the event of death of a full-time Employee of the County, whether active or retired (if the Employee was receiving coverage as per the provisions of the Agreement), the Employee's spouse and dependents (if eligible to receive coverage under the County's policy) shall be covered by the County's hospitalization premium as set forth herein. Such coverage shall be based upon the Deceased Employee's length of service with the County immediately prior to death as follows:

1. Employees with more than five (5) years and less than ten (10) years of service -- Spouse/family would have one (1) additional year of coverage.
2. Employees with more than ten (10) years of service, but less than twenty-five (25) years of service -- two (2) years of additional coverage.
2. Active and retired Employees with twenty-five (25) or more years of service -- three (3) years of additional coverage.

It is agreed, however, that should a spouse remarry, such coverage shall cease immediately.

K. . As of January 1, 2009 the selected plan will be Direct 5 of Horizon Blue Cross and Blue Shield. Employees with a salary of \$50,000 or greater will be responsible to contribute toward the premiums of their health insurance \$23.08 per pay for family coverage and \$18.46 per pay for single coverage. Employees with a salary of less than \$50,000 will be responsible to contribute \$16.00 per pay for family coverage and \$12.00 per pay for single coverage.

L. Employees who can certify other health care coverage, not provided by the County's Insurance Program, may elect to opt-out of coverage and receive a payment of \$2,500.00 per annum pro-rated for the period of time each calendar year that coverage does not apply to the Employee. Checks for opting out will be issued on or about December 1st of each year.

M. The County will pay an Employee, who opts out of Health Benefit coverage but wishes to retain the prescription plan, \$1,000.00 per annum pro-rated for the period of time each calendar year that the County coverage does not apply to the Employee.

N. In the event a husband and a wife are both employed by the County, Health Care Insurance coverages provided hereunder shall be afforded to only one (1) designated spouse with the other spouse covered as a family member. The in lieu of coverage amount will be \$1,500.00. The non-designated spouse shall receive a payment of \$1,500.00 per annum in lieu of coverage. Checks for this payment will be issued on or about December 1st of each



calendar year. In the event the designated covered spouse dies, terminates employment or should the marriage be dissolved by divorce, the non-designated spouse shall once again become covered and the \$1,500.00 payment shall be pro-rated. For purposes of the determination which spouse will be covered and which spouse will be receiving the \$1,500.00 in lieu of coverage payment, the Employee who has the first birth date in the year will be designated the policyholder and the Employee with the second birth date in the year will receive the opt-out payment.

O. Employees who do not work a minimum of thirty-five (35) hours per week shall not be covered by the County's Health Benefit Program set forth above. However, all current Employees receiving health benefits with less than the thirty-five (35) hour requirement will be "grandfathered" and continue to be covered by the County Health Benefits.

P. The County reserves the right to review and change the Health Benefit Insurance Coverage set forth above or to implement a Cape May County Self-Insured Health Benefit Plan during this contract as long as the level of coverage provided is on balance appreciably comparable to the current coverages.

Q. In the event an Employee undertakes drug or alcohol rehabilitation under the County's Health Care Benefit Plan, the Employee may apply for a leave of absence and such leave will not be unreasonably denied.

R. When major discipline of sixty (60) days or more of a suspension is imposed, the affected employee will be responsible to pay their own health insurance cost at the COBRA rates. The County

will continue the health care coverage until the employee returns. If the employee does not pay the County for their health care costs during the suspension, their wages will be reduced when they return by One Hundred (\$100.00) Dollars per pay period until the COBRA amount is fully paid. In the event that both the suspended employee and a spouse have county benefits, the employee must pay the single COBRA rate.

## **ARTICLE THIRTEEN**

### **SICK LEAVE**

#### **A. Service Credit for Sick Leave**

1. All employees shall be entitled to sick leave with pay as specified hereunder.

2. Sick leave for purposes herein is defined to mean absence from work of an employee because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious disease, a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee or death in the immediate family. For the purposes of this Article, "member of immediate family" is interpreted as meaning father, mother, husband, wife, child, foster child, sister, brother or relatives of the employee residing in employee's household.

3. With approval of the County Prosecutor or his designee, sick time may be taken in hourly increments.

B. Amount of Sick Leave

1. One (1) working day of sick leave with pay for each month of service from the date of appointment up to and including the December 31st following such date of appointment, and fifteen (15) days sick leave with pay for each calendar year thereafter. The leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year. If an employee required none or only a portion of the allowable sick leave for any calendar year, the amount of unused leave shall accumulate to his credit from year-to-year. The employee shall be entitled to such accumulated sick leave with pay if and when needed. An employee who leaves employment for any reason during the calendar year shall reimburse the Employer for paid sick days used in excess of his or her pro-rated and accumulated entitlement.

Probation does not apply to County directed layoffs, disability, retirement, or to employees who terminated employment with ten (ten) years of service or more with the County of Cape May.

2. Provisional and permanent part-time employees shall be granted sick leave credit on a proportionate basis.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, the Prosecutor or his designee shall be notified no later than 30 minutes prior to the employee's normal starting time.

a. Failure to notify the Prosecutor or his designee may be cause of denial of the use of sick leave for

that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

c. With approval of the Prosecutor, sick time may be taken on any hourly basis.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

(a) An employee who has been absent on sick leave for periods totaling more than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the Prosecutor and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature causing absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

(b) The Prosecutor may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Prosecutor may adopt such other sick leave verification procedures that are reasonable and which the Prosecutor deems appropriate.

(c) Beginning January 1<sup>st</sup> 2009, an employee who has used seven (7) medically undocumented sick days will be required to remain at their residence or other approved location for every other sick day used for the balance of that year. Any employee leaving their residence or other approved location shall notify their supervisor of the reason for leaving as well as their destination. The employee shall notify their supervisor upon returning home or to their other approved location. Medical documentation is defined as an original, signed physician's

prescription note or letterhead document from a licensed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physician's care.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Board of Health of the employee's municipality of residence shall be required prior to the employee's return to work.

3. The Prosecutor may require an employee who has been absent because of personal illness, as a condition of his return to work, to be examined, at the expense of the County, by a physician designated by the County. Such examination shall establish whether the employee is capable of performing his normal duties and that his return to work will not jeopardize the health or safety of other employees.

E. Part-Time Sick Leave

Part-time employees shall receive sick leave credit allowance on a proportionate basis. One (1) sick leave day will be earned for each seventeen (17) days worked. The maximum sick leave days that can be earned are fifteen (15) days per year. Any vacation sick leave, or personal leave days that have been earned and used are included in the seventeen (17) day total referred to above.

F. Sick Leave Payment at Retirement or Resignation.

Upon, resignation in good standing after ten years of service or retirement from the pension system, the County agrees to pay each employee an amount equal to fifty (50%) percent of all accrued and unused sick leave up to a maximum payment of \$15,000.00.

Employees who have accumulated ten (10) sick days equivalent to each year of service will be paid an amount equal to seventy-five (75%) percent to the Fifteen Thousand (\$15,000) Dollar limit. Sick days that are documented with a doctor's certificate shall be credited toward the ten-day accumulation for purposes of this provision.

G. Undocumented Sick Leave

Beginning January 1, 2010 employees who have used seven (7) or more medically undocumented sick days from January 1, 2009 will not receive their salary increase until July 1, 2010. Medical documentation is defined as an original, signed physician's office that attests to the employee being treated or seen by said physician and clearly defines the dates in which the employee was treated or under physician's care.

**ARTICLE FOURTEEN**

**WORKMEN'S COMPENSATION/INJURY LEAVE**

Whenever an employee is disabled through injury or illness as a result of, or arising from, his employment, he or she shall be provided by the County with the same benefits as provided pursuant to N.J.S.A. 34:15-1, et seq. (the Workmen's Compensation Act of New Jersey). The County self-insures coverage required by this Act and these coverages are provided subject to the following conditions:

1. The disability must be due to an injury or illness resulting from the employment.

- (a) Injuries or illnesses which would not have occurred but for a specific work-related accident or condition of employment are compensable.
- (b) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable when such aggravation was reasonably foreseeable.
- (c) Illnesses, which are generally not caused by a specific work-related accident or condition of employment, are not compensable except when the claim is supported by medical documentation that clearly establishes the injury or illness is work-related.
- (d) Psychological or psychiatric illness is not compensable, except when such illness can be traced to a specific work-related accident or occurrence which traumatized the employee thereby causing the illness, and the claim is supported by medical documentation.
- (e) An injury or illness not compensable when the appointing authority has established that the employee has been grossly negligent, including those injuries or illnesses arising from



impairment due to alcohol or drug abuse.

2. Any accident resulting injury for which the employee seeks compensation must occur on the work premises.

(a) Work premises are the physical area of operation of the County, including buildings, grounds and parking facilities provided by the County.

(b) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between workstations.

3. For the injury to be compensable, it must occur during normal work hours or approved overtime.

(a) Injuries which occur during normal commutation between home and the workstation or home and a field assignment are not compensable.

(b) Injuries, which occur during lunch or break periods are not compensable.. However, employees who are required by the County to remain at a particular job location during lunch and/or work break shall not be precluded from receiving benefits.

4. An employee is required to report to his or her supervisor any work accident or condition claimed to have caused disability upon occurrence or discovery, and is responsible for completing a written report on the matter within seventy-two (72) hours. The report shall include a statement of when, where and how the injury

or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

The employee is also required to report any work accident/injury to the County Worker's Compensation representative as well as the County's third party administrator.

- (a) The County may require the employee to be examined by a physician designated and compensated by the County.

Whenever the County-designated physician shall report in writing that the employee is fit for work, such leave shall terminate and such employee shall forthwith report for work.

Any employee on injury leave resulting from injury while on County work shall continue to accrue sick leave credits while he or she remains on the payroll.

5. The County may, in its discretion and at its sole option, require or permit an employee who is off on Worker's Compensation leave to perform) "transitional" or "modified" duty if the County determines it is available. If the employee agrees, said transitional or modified duty may be assigned to a different shift or schedule other than the employee normally works.

6. Whenever an employee is disabled through injury or illness as a result of or arising from employment with the County and is eligible for Worker's Compensation Benefits as provided for above, the employee shall be granted total benefits as follows:

- (a) First twenty (20) work days during which Worker's Compensation benefits are paid - one hundred (100%) percent of employee's base

wages.

- (b) Next thirty (30) work days during which Worker's Compensation benefits are paid - ninety (90%) percent of employee's base wages.
- (c) Next thirty (30) work days during which Worker's Compensation benefits are paid - eighty (80%) percent of employee's base wages.
- (d) Thereafter, such amounts as are payable under the Worker's Compensation Law of New Jersey.

Payments provided in subsections (a), (b), and (c) are total payments and are not in addition to payments made pursuant to the Worker's Compensation Law.

## **ARTICLE FIFTEEN**

### **LEAVES OF ABSENCES**

#### **PREGNANCY - DISABILITY (MATERNITY LEAVE)**

A. Permanent employees covered by this contract shall be entitled to pregnancy disability leave as hereinafter set forth and consistent with New Jersey Department of Personnel Regulations.

B. Pregnancy - Permanent employees who request leave with or without pay for reason of disability due to pregnancy shall be granted leave under the same terms and conditions as those applicable to such employees for sick leave or leave without pay. Request for such leave must be made by the employee in writing to the County.

C. The County of Cape May may request acceptable medical evidence that the employee is unable to perform her work due to disability because of pregnancy.

D. An employee may use accrued leave time (e.g. sick, vacation, personal days) for pregnancy - disability purposes, however, the employee shall not be required to exhaust accrued sick leave before taking a leave without pay for pregnancy.

#### LEAVES OF ABSENCE WITHOUT PAY - GENERAL

A permanent full-time employee covered by this Agreement may be granted leave of absence without pay under written application to the County Board of Chosen Freeholders.

1.. Requests for leave of absence shall be submitted in writing conforming to the County's Leave of Absence Policy, stating the reason for the request, the date the leave begins, and the probable date of return.

Leaves may be granted or denied at the sole discretion of the County Board of Chosen Freeholders.

#### MILITARY LEAVE

Leave of absence for military service will be granted in accord with applicable State and Federal Law.

#### EMPLOYMENT DURING LEAVE PERIOD

Employees may not be gainfully employed during the period of such leaves. Falsification of the reason for leave, or failure to return promptly at the expiration of leave shall be considered reason for summary judgment. Leaves shall be granted or denied in writing.

#### MEDICAL / FAMILY LEAVE

Medical / Family Leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" and the "New Jersey Family Leave Act" and the regulations

promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the County of Cape May.

Under the provisions of these statutes, and employee is entitled to twelve (12) weeks of leave during the twelve (12) month period.

Employees shall be entitled to leave for the employee's own serious health condition, or the need to care for a spouse, child or parent with a serious health condition. In addition, an employee may take leave to care for a parent, child, or parent-in-law.

The circumstances under which leave may be taken vary depending on the type of leave requested and the County will grant leave in accordance with the provisions of each statute, the regulations issued for each statute, and judicial decisions interpreting the requirements of each statute.

The County will issue a County Family Leave Policy in accordance with this Article.

#### New Jersey Paid Family Leave

The County reserves the right to require employees to exhaust any sick time, vacation time, or compensatory time permitted by statute before being eligible under this leave provision.

### **ARTICLE SIXTEEN**

#### **FUNERAL LEAVE**

- A. Employees shall be granted special leave with pay in the event of death in the employee's immediate family up to a maximum of five (5) days for the death of current spouse, children and step-children.

- B. Four days for parents and siblings.
- C. Three days for grandparents, grandchildren, and step-parents.
- D. One (1) day, if necessary, for the death of father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister in-law.
- E. At the Prosecutor's sole discretion, employees may be permitted to use up to three sick days in special circumstances for funeral leave for other individuals.
- F. Request for funeral leave shall be subject to approval of the Prosecutor.
- G. In the event that services for the deceased are held out of State, the employee may charge any additional days in excess of the days provided above to accrued sick leave, vacation or compensatory time.

Such approval shall not be unreasonably denied. Funeral leave shall commence upon notification of death and shall terminate the day following interment.

## **ARTICLE SEVENTEEN**

### **SALARIES AND COMPENSATION**

Effective January 1, 2009, employee's with an annual salary as of December 31, 2008 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

**January 1, 2010**

Effective January 1, 2010, employee's with an annual salary as of December 31, 2009 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

**January 1, 2011**

Effective January 1, 2011, employee's with an annual salary as of December 31, 2010 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

**January 1, 2012**

Effective January 1, 2012, employee's with an annual salary as of December 31, 2011 under \$50,000 shall receive an increase of five (5%) percent. Employees with an annual salary over \$50,000 shall receive a four (4%) percent increase.

All monies are retroactive to January 1, 2009 and retroactive pay shall be calculated on the employee's current salary as of the signing of this Agreement.

To determine "annual salary", all compensation including second titles and longevity will be included in calculating the salaries of employees to determine the specific percentage increase. However, the base will be the amount used for the increase. For example, if an employee earns a base salary of \$45,000.00 with a second title and/or longevity increasing their total compensation over \$50,000.00 they will receive a four (4%) percent increase to their \$45,000.00 base salary. Their second title and longevity will be added to their new salary after the percentage increase has been added to their base.

C. The County Prosecutor after consultation with the County will determine the salary received by any new employee based on experience and qualifications.

D. Employees who have received a major discipline of sixty (60) or more days of suspension will not be entitled to their next annual increase.

#### **ARTICLE EIGHTEEN**

##### **LONGEVITY PAY**

No longevity pay is payable to any employee covered by this Agreement.

#### **ARTICLE NINETEEN**

##### **COUNTY WEATHER POLICY**

A. It is understood that regardless of the weather, all County Employees are expected to report to work. If the Prosecutor or his designee determines that the specific duties of individual Employees are not absolutely required on a foul weather day, the Employee may be permitted to use a vacation day, comp time or personal day instead of reporting to work. Employees without any vacation, personal or comp time will not be paid for the day.

B. The Prosecutor has the unilateral decision in determining if specific Employees have assignments that require them to report to work. Said Employees are expected to report to work on time and must be prepared to stay after their work period in the event of an emergency. Employees required to work who are given permission to



report late to their assignments will be required to either work later to finish their full day or use vacation, personal or comp time for the difference. Employees without any vacation, personal or comp time will not be paid for the period of time.

C. Unclassified Closing. It is understood that except for the identified holidays contained in this Agreement, if County Government is closed for a specific period of time for whatever reason, Employees will be required to use either vacation, comp or personal time if they choose to be compensated. Employees without any vacation, personal or comp time will not be paid for the period of time.

## **ARTICLE TWENTY**

### **SHIFT DIFFERENTIAL**

During the tenure of this Agreement, there shall be no shift differential provided in any departments covered by this Agreement.

## **ARTICLE TWENTY-ONE**

### **BULLETIN BOARDS**

Bulletin boards shall be made available by the County and shall be designated "P.E.O. Bulletin Boards." These bulletin boards may be utilized by the P.E.O. for the purpose of posting P.E.O. announcements and other information of a non-controversial nature.

The department head or his representative may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

## **ARTICLE TWENTY-TWO**

### **WORK RULES**

The Prosecutor may adopt and post or otherwise disseminate such rules and regulations as he may desire, provided the same are not contrary to this agreement and further provided that the P.E.O. shall have the right to grieve with reference to same within ten (10) working days after the same are posted or disseminated and/or copy sent to the P.E.O.

## **ARTICLE TWENTY-THREE**

### **NO-STRIKE PLEDGE**

A. The P.E.O. covenants and agrees that during the term of this agreement, neither the P.E.O. nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the County and/or the Prosecutor's Office. The P.E.O. agrees that any such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by an P.E.O. member shall entitle the County and/or the Prosecutor to invoke the following:

Such activity shall be deemed grounds for termination of employment of such employee or employees, subject however, to the application of the Civil Service Law where applicable.

C. The P.E.O. will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the County or the Prosecutor's Office.

D. Nothing contained in this agreement shall be construed to limit or restrict the County or the Prosecutor in their right to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the P.E.O. or its members.

#### **ARTICLE TWENTY-FOUR**

##### **NON-DISCRIMINATION**

A. There shall be no discrimination by the parties hereto against an employee on account of race, color, creed, gender, age, marital status, religion or natural origin, Ancestry, Nationality, Marital or Domestic partnership status, disability, Liability for Military service, Affection or sexual orientation, Atypical cellular or blood trait, genetic Information (including the refusal to submit to genetic testing).

B. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. There shall be no discrimination, interference, restraint, or coercion by the County or the Prosecutor or any of their representatives against any of the employees covered under this agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Organization, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this agreement who are not members of the Organization.

#### **ARTICLE TWENTY-FIVE**

##### **FAIR LABOR STANDARDS ACT**

It is acknowledged that commencing on April 15, 1986, the County may be required to comply with the provisions of the Fair Labor Standards Act (FLSA) and the regulations promulgated thereunder as they relate to certain employees covered by this Agreement. The County reserves the right to take appropriate action to ensure such compliance, including, but not limited to:

1. The exercising of any election or option available to it under FLSA or the regulations;
2. The awarding of compensatory time in lieu of monetary compensation for overtime;
3. The establishing of procedures to monitor and control hours worked and overtime;
4. The crediting of any overtime payments pursuant to this Agreement against any overtime obligation incurred under FLSA; and

5. The establishing of such rules and regulations as may be necessary to ensure compliance with the provisions of FLSA and the regulations promulgated thereunder.

#### **ARTICLE TWENTY-SIX**

##### **SEPARABILITY AND SAVINGS**

If any provisions of this agreement or any application of this agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE TWENTY-SEVEN**

##### **FULLY BARGAINED PROVISIONS**

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## **ARTICLE TWENTY-EIGHT**

### **TERM AND RENEWAL**

This agreement shall be in full force and effect as of January 1, 2009 to December 31, 2012. This agreement shall continue in full force and effect from year to year thereafter, unless any party gives notice to the other parties, in writing, at least one hundred eighty (180) days prior to the expiration date of this agreement, of a desire to change, modify or terminate this agreement..

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly signed and sealed the day and year first above written.

PROSECUTOR'S EMPLOYEES' ORGANIZATION

By: Kathleen McGovern

Attest:

Linda A. McGovern

THE COUNTY OF CAPE MAY  
BOARD OF CHOSEN FREEHOLDERS  
CAPE MAY COUNTY, NEW JERSEY

By: Daniel Segel

Attest:

[Signature]  
Clerk of the Board

PROSECUTOR, COUNTY OF CAPE MAY

By: Robert L. Taylor

Robert L. Taylor, Prosecutor